REMARKS

This Amendment is submitted in accordance with the Board decision issued on March 19, 2007. The decision upheld the rejections of certain appealed claims and reversed the rejections of certain appealed claims.

Claims 1, 4, 23, 37, 39, 47, 50, 68, 74, 77, 80, 88, and 89 have been amended in accordance with this Decision. Claims 2, 38, 48, and 78 have been cancelled. No new matter has been added by these amendments.

Please charge deposit account number 02-1818 for any fees due in connection with this Amendment.

In regard to the reversal of the rejection of claims 30-32, the Board stated on pages 26 to 28 of its decision that:

> Appellants further contend that claim 30 is not obvious because Jones and Schultz do not disclose providing access to the independent system operator database by the retailer and manufacturer to independently verify the terms of the trade promotion and providing access after the start of the trade promotion to allow the retailer and manufacturer to determine at least a portion of the amount of money the manufacturer will owe the retailer (Br. 60-61).
>
> The Examiner found Jones teaches providing access to the independent system operator database by the retailer and manufacturer to independently verify the terms of the trade promotion (Answer 15, citing Jones, col. 12, ll. 10-40) and providing access after the start of the trade promotion to allow the retailer and manufacturer to determine at least a portion of the amount of money the manufacturer will owe the retailer (Answer 16, citing Jones, col. 12, ii. 10-25).
>
> Jones discloses sending a report of the incremental sale volume increases to both the retailer and the manufacturer only after each event to support the settlement process (Jones, col. 12, ll. 20-25). **The Examiner has not pointed to, nor do we find, any disclosure in Jones that its audit system is accessible independently to the retailer and the manufacturer to verify the terms of the trade promotion prior to the start of the trade promotion by the retailer, or to see the accruing amount of money owed by the manufacturer during the trade promotion, as required by claim 30. Schultz does not appear to cure this deficiency in Jones. As such, we do not find sufficient teaching, suggestion, or motivation in Jones and Schultz that would have led one having ordinary skill in the art at the time of the invention to the invention as recited in claim 30.** Claims 31 and 32 depend from and further limit claim 30, and as such, are also not obvious in view of Jones and Schultz. Accordingly, we conclude that the Examiner erred in rejecting claims 30-32 under 35 U.S.C. § 103(a) as unpatentable over Jones and Schultz. [Emphasis added].

In regard to the reversal of the rejection of claims 90-94, the Board stated on pages 29 to 31 that:

> Appellants further contend that claim 90 is not obvious because Jones and Schultz do not disclose: providing access to the independent system operator database by the retailer and manufacturer prior to the start of the trade promotion by the retailer to independently verify the terms of the trade promotion and determine if the retailer changed the terms; enabling the retailer, before the start of the trade promotion, to change at least one of the stored terms of the promotion and capturing and storing the changed terms; and providing access after the start of the trade promotion to allow the retailer and manufacturer to determine at least a portion of the amount of money the manufacturer will owe the retailer (Br. 66-67).
>
> As we found *supra* for claim 30, Jones discloses sending a report of the incremental sale volume increases to both the retailer and the manufacturer only after each event to support the settlement process (Jones, col. 12, ll. 20-25). **The Examiner has not pointed to, nor do we find, any disclosure in Jones that its audit system is accessible independently to the retailer and the manufacturer to verify the terms of the trade promotion prior to the start of the trade promotion by the retailer, or accessible to the retailer to change the terms, or accessible to both parties to see the accruing amount of money owed by the manufacturer during the trade promotion, as required by claim 90. Schultz does not appear to cure this deficiency in Jones. As such, we do not find sufficient teaching, suggestion, or motivation in Jones and Schultz that would have led one having ordinary skill in the art at the time of the invention to the invention as recited in claim 90.** Claims 91-94 depend from and further limit claim 90, and as such, are also not obvious in view of Jones and Schultz. Accordingly, we conclude that the Examiner erred in rejecting claims 90-94 under 35 U.S.C. § 103(a) as unpatentable over Jones and Schultz. [Emphasis added].

Accordingly, claims 30 to 32 and 90 to 94 have not been revised. Claims 1, 23, 37, 47, 68, 77, 88, and 89 have been amended to include one or more of the elements that the Board clearly stated were not found in Jones or Schultz. We also note that claim 74 has been amended for clarity, and that such claim is similar to reversed claim 30.

An earnest endeavor has been made to place this application in condition for formal allowance and in the absence of more pertinent art such action is courteously solicited. If the Examiner has any questions regarding this Amendment, Applicant respectfully requests that the Examiner contact the undersigned to discuss this Response.

Respectfully submitted,

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